

**MEMO TO:** City Council

**FROM:** Rosemarie Ives, Mayor

**DATE:** March 1, 2005

**SUBJECT: SECOND-YEAR EXTENSION OF MEMORANDUM OF UNDERSTANDING WITH SIX OTHER EASTSIDE CITIES TO CONTRACT JOINTLY WITH AGENCIES PROVIDING HUMAN SERVICES**

**I. RECOMMENDED ACTION**

Approve a second extension, to remain in effect through 2006, of a Memorandum of Understanding between the cities of Redmond, Bellevue, Kirkland, Issaquah, Bothell, Shoreline, and Woodinville to pool the cities' funds into single contracts with approved human service providers receiving funds from all or most of the participating cities.

**II. DEPARTMENT CONTACT PERSONS**

Roberta Lewandowski, Director of Planning and Community Development, 425-556-4557  
Colleen Kelly, Human Services Planner, 425-556-2423

**III. DESCRIPTION/BACKGROUND**

In 2003, City Council approved a Memorandum of Understanding (MOU) to allow Redmond, along with six other Eastside cities, to try a pilot project to test the efficiency of jointly contracting with human service providers. A one-year extension of the MOU was approved for 2004. The MOU allows agencies that receive funding from some or all of the seven cities to sign a single contract (administered by the City of Bellevue) governing the provision of services to residents of each of the contributing jurisdictions. This project has operated successfully for two years with two joint contracts. Staff expects to enter into six joint contracts for the next two years (2005-2006) and possibly additional contracts in 2006.

The six organizations approved for pooled funding contracts in 2005 are: Crisis Clinic, Child Care Resources, Children's Response Center, Eastside Baby Corner, King County Sexual Assault Resource Center, and the North and East Healthy Start Program.

This contract is a good example of using a regional approach to providing services as advocated by Council members in their 2004 goals and objectives.

RE: **SECOND-YEAR EXTENSION OF MEMORANDUM OF UNDERSTANDING WITH SIX  
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Page 2

**IV. IMPACT**

**A. Service Delivery:** Agencies offering human services save resources by streamlining their reports and invoices, thereby allowing increased time and resources to be spent on service delivery. Service provision to Redmond residents and overall program performance will continue to be monitored by Redmond staff.

**B. Fiscal:** Specific allocations to the participating agencies were already approved by City Council so there is no change in expenditures. The City experiences cost savings by eliminating monthly or quarterly invoice payment procedures for all agencies participating in the pool.

**V. ALTERNATIVES TO STAFF RECOMMENDATION**

The City could decline to extend its participation in the Memorandum of Understanding and return to individually contracting with the agencies. Doing so would eliminate the efficiencies to the City described above and would remove Redmond from a significant sub-regional effort aimed at system improvement.

**VI. TIME CONSTRAINTS**

Agencies must be under contract in order to invoice for services for which the City of Redmond has allocated funds for 2005 and 2006. Approval of this action would allow the joint contracting approach.

**VII. LIST OF ATTACHMENTS**

**Attachment A:** Memorandum of Understanding

/s/  
Roberta Lewandowski, Planning Director

2/22/05  
Date

Approved for Council Agenda: /s/  
Rosemarie Ives, Mayor

2/22/05  
Date

# ATTACHMENT A

## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF BELLEVUE, ISSAQUAH, KIRKLAND, REDMOND, BOTHELL, SHORELINE, AND WOODINVILLE FOR A ONE YEAR'S PILOT PROGRAM, EXTENDABLE TO SUBSEQUENT YEARS, FOR PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT HUMAN SERVICES APPLICATION AND FUNDING PROGRAM

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into pursuant to Chapter 39.34 RCW by the Cities of Bellevue, Issaquah, Kirkland, Redmond, Bothell, Shoreline, and Woodinville, Washington hereinafter referred to as "Cities", to provide for planning, funding, and implementation of a joint human services application and funding program.

### Recitals

WHEREAS, the parties engage in activities which support human service providers in north and east King and south Snohomish Counties; and

WHEREAS, the parties wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in north and east King and south Snohomish Counties; and

WHEREAS, through the Interlocal Cooperation Act, the parties have the authority to engage in cooperative efforts which result in more efficient use of Government resources; and

WHEREAS, the parties agree that such coordination of resources through this Memorandum of Understanding would result in a more efficient use of public resources and forward the concept of more efficient government.

NOW THEREFORE, by virtue of legal authority of the respective parties, and in consideration of the terms, conditions and performances made herein, it is agreed as follows:

- I.        Purpose of the MOU: The purposes of this MOU include the following:
- A.    To provide a mechanism for the development of a joint Human Services application.
  - B.    To provide a mechanism for reviewing joint Human Services applications.
  - C.    To provide a mechanism for funding and monitoring joint Human Services programs.
  - D.    To set forth the Administrative Services, which the parties agree to provide to each other, and establish the estimated fees, if any, of those Administrative Services to be billed to the parties.

- E. Establish procedures for reconciling estimated Administrative Service amounts and costs with the Administrative Services actually delivered and the actual costs of those Administrative Services as billed to each party.
- F. Create a mechanism for adjusting the amount, type and cost of services requested by each party and establishes procedures for changing service levels in the future.

II. Effective Date and Term:

- A. This MOU shall become effective when it is approved a majority of by the duly authorized representatives of all of the parties, and shall remain in effect for a period of one pilot year, with extensions possible beyond that time, provided, however, that after the MOU has been in effect for one (1) year, any party may terminate its participation in this MOU without cause by giving the other parties a minimum of sixty (60) days' written notice.
- B. The terminating party shall remain fully responsible for meeting all the Human Services funding and other obligations established by this MOU through the end of the calendar year in which such notice is given, together with any other costs, including Administrative Service costs, if any, that may have been incurred on behalf of such terminating party up to the effective date of such termination.

III. Management of Human Services

- A. A Project Management Team comprising of staff to be designated by the city manager, mayor, or his or her designee of each party will manage the delivery of joint Human Services programs under this MOU.
- B. The Project Management Team or designee(s) shall meet at least quarterly, or more often if requested by the parties to this MOU, to do the following:
  - i. Plan, fund and implement a joint Human Services application and program.
  - ii. Review joint Human Services applications from Providers.
  - iii. Reconcile Provider's estimated Human Service delivery projections with actual Human Service delivery information provided to the Project Management Team by the Provider.
  - iv. Review records and Provider invoices related to the delivery of Human Services provided through this MOU.
- C. The Project Management Team will use consensus to reach agreement. In the event consensus cannot be reached, the opinion of a majority of the parties' representatives will govern.

IV. Description of Human Services

- A. The types of Human Services to be funded under this MOU will be determined through the project management team. Only agencies with

established records of reasonable duration for financial stability and clear ability to deliver services efficiently and effectively will be eligible to participate.

- B. The parties will require that each Human Service Provider, submit an application in a format approved by the Project Management Team for joint funding. At a minimum, the application will provide a cost breakdown showing the unit cost for each service provided and the estimated number of units to be provided to residents of each party.
- C. The Project Management Team will review the joint human services applications submitted by Human Service Providers, with participation by citizens seated on participating jurisdictions' human services commissions or committees, as appropriate..
- D. Each participating jurisdiction will recommend programs and levels of funding based upon direction provided by their respective legislative bodies.
- E. Each party will have until December 31<sup>st</sup> of each year to communicate its acceptance of the terms negotiated with each approved Human Service Provider. Parties shall communicate a written acceptance of the terms. Parties who do not communicate written acceptance will be deemed to have rejected the terms and opted out of the participation with respect to that Provider.
- F. In the event that one party, for any reason, chooses not to provide joint funding for a Human Services Provider, the remaining parties who have accepted the terms may enter into an agreement with such Provider, but the funding to such Provider may be reduced proportionately by a fraction where the numerator equals the number of units that would have been provided to the non-participating party or parties and the denominator equals the total number of units that would have been provided to all parties
- G. When the parties agree to fund a Human Service Provider, the parties will execute a Scope of Work, Schedule and Budget, including billing schedule, criteria for payment, and schedule of payments due by each party. These documents will be attached to this Agreement as an addendum and incorporated herein.

#### V. Activation of Administrative Services

Administration of this agreement may require that certain Administrative Services be provided by one or more parties to this agreement on behalf of other parties to this agreement. Estimated fees for all Administrative Services to be provided by the parties are stated in Exhibit A. The parties shall not charge each other for Administrative Services that have not been included in Exhibit A.

#### VI. Administrative Fees

The fees for Administrative Services shown in Exhibit A represent the estimated costs for services, except that during the first pilot year, no charges will be levied. Exhibit A may be revised each year by addendum to this agreement to account for such adjustments.

VII. Billing and Payments

The lead city will send an invoice to participating jurisdictions covering each jurisdiction's agreed upon portion of the pooled contracts. Such invoices will be sent by the end of the second week of January, and jurisdictions participating in the Memorandum of Understanding will send the lead city the allocation authorized by their legislative bodies for each contract jointly entered into with Providers by the last day of February.

VIII. Hold Harmless and Indemnification

To the extent permitted by state law, and for the limited purposes set forth in this MOU, each party shall protect, defend, hold harmless and indemnify the other party, their officers, elected officials, agents and employees, while acting within the scope of their duties as such, from and against any and all claims (including demands, suits, penalties liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this agreement. Each party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provision of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to any party exercising the right of termination pursuant to Section II.

IX. Voluntary Agreement

This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, neither party is committing to adopt or implement any actions or recommendations that may be developed pursuant to this Agreement.

X. No Preclusion of Activities or Projects

Nothing herein shall preclude any party to this MOU from choosing or agreeing to fund or implement any work activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on the other parties to this Agreement.

XI. No Third Party Rights

Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any person or entity not a party thereto.

XII. Integrated Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be modified only in writing signed by each party to this Agreement.

XIII. Notices

Any notices to be given under this agreement shall be delivered in person or mailed to the parties at the following addresses:

Authorized Representative

Donald D. Rose, City Manager  
City of Woodinville  
17301 133<sup>rd</sup> Ave NE  
Woodinville, WA 98072

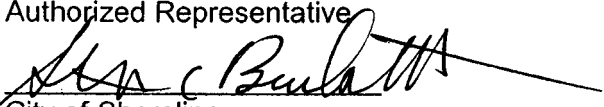
Authorized Representative

\_\_\_\_\_  
City of Kirkland  
123 Fifth Avenue  
Kirkland, WA 98033

Authorized Representative

\_\_\_\_\_  
City of Redmond  
15670 N. E. 85<sup>th</sup> WA  
Redmond, WA 98052

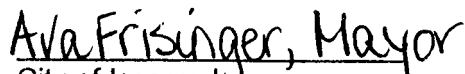
Authorized Representative

  
\_\_\_\_\_  
City of Shoreline  
17544 Midvale Ave N  
Shoreline, WA 98133

Authorized Representative

\_\_\_\_\_  
City of Bothell  
18305 101<sup>st</sup> Avenue, NE  
Bothell, WA 98011

Authorized Representative

  
\_\_\_\_\_  
City of Issaquah  
P.O. Box 1307  
Issaquah, WA 98027

Authorized Representative

\_\_\_\_\_  
City of Bellevue  
11511 Main Street  
Bellevue, WA 98004

XIV. Applicable Law

This Agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_ 200\_.

**Signed:**

City of Woodinville

By: Donald Rose

Its:

Approved as to Form

By: [Signature]

City of Bothell

By: [Signature]

Its:

Approved as to Form

By: [Signature]

City of Kirkland

By: [Signature]

Its: Assistant City Manager

Approved as to Form

By: [Signature]

City of Issaquah

By: Ara Trisinger

Its: Mayor

Approved as to Form

By: [Signature]

City of Redmond

By: [Signature]

Its: Mayor

Approved as to Form

By: [Signature]

City of Bellevue

By: [Signature]

Its: Deputy City Manager

Approved as to Form

By: [Signature]

City of Shoreline

By: [Signature]

Its: City Manager

Approved as to form:

[Signature]  
Shoreline City Attorney